

Resub

07-01-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hasbro, Inc.
Wizards of the Coast, Inc.
Oddzon, Inc.

04/08/02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 3/19/02

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as Agent

Internal
Address: Attn: John O'Loughlin

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see
Schedule A attached hereto.

B. Trademark Registration No.(s) Please see
Schedule B attached hereto.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bingham Dana LLP

Internal Address: Attn: Bao-Quoc Nguyen

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

85

7. Total fee (37 CFR 3.41).....\$ 2,140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Bao-Quoc Nguyen

Name of Person Signing

Signature

March 19, 2002

Date

Total number of pages including cover sheet, attachments, and document:

31

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002529 FRAME: 0762

SCHEDULE A

Trademarks and Trademark Applications

Trademark Or Service Mark	Applications - United States Patent and Trademark Office	
	Registration No.	Registration Date
Action Man	76/370,448	02/14/02
Monopoly	76/370,549	02/14/02
Monopoly Casino	76/370,548	02/14/02
Monopoly Junior	76/370,547	02/14/02
Mr. Potato Head	76/370,925	11/29/01
Mr. Potato Head	76/365,025	01/31/02
Mr. Potato Head	76/370,546	02/14/02
Mr. Potato Head	76/340,643	11/23/01
Playskool	76/370,541	02/14/02
Tonka	76/324,853	10/15/01
Tonka	76/330,058	10/29/01

SCHEDULE B**Trademarks and Trademark Registrations**

Trademark or Service Mark	Registrations - United States Patent and Trademark Office	
	Registration No.	Registration Date
Action Man	2,143,091	3/10/98
Action Man	2,459,087	5/22/01
Clue	526,059	6/6/50
Clue	1,362,172	9/24/85
Clue	1,915,192	8/29/95
Clue	2,044,400	3/11/97
Clue	2,093,295	6/2/98
Clue For Kids	2,127,856	1/6/98
Clue the Classic Detective Game	1,644,488	5/14/91
G.I. Joe	773,150	7/14/64
G.I. Joe	787,088	3/23/65
G.I. Joe	1,276,374	5/1/84
G.I. Joe	1,286,151	7/17/84
G.I. Joe	1,326,091	3/19/85
G.I. Joe A Real American Hero	1,232,883	3/29/83
G.I. Joe A Real American Hero	1,239,572	5/24/83
G.I. Joe A Real American Hero	1,245,436	7/12/83
G.I. Joe A Real American Hero	1,245,123	7/12/83
G.I. Joe A Real American Hero	1,249,854	8/30/83
G.I. Joe A Real American Hero	1,251,622	9/20/83
G.I. Joe A Real American Hero	1,253,846	10/11/83

G.I. Joe A Real American Hero	1,256,984	11/8/83
G.I. Joe A Real American Hero	1,256,916	11/8/83
G.I. Joe A Real American Hero	1,257,547	11/15/83
G.I. Joe A Real American Hero	1,261,645	12/20/83
G.I. Joe A Real American Hero	1,264,300	1/17/84
G.I. Joe A Real American Hero	1,264,365	1/17/84
G.I. Joe A Real American Hero	1,267,265	2/14/84
G.I. Joe A Real American Hero	1,269,341	3/6/84
G.I. Joe A Real American Hero	1,275,229	4/24/84
G.I. Joe A Real American Hero	1,291,199	8/21/84
G.I. Joe A Real American Hero	1,340,222	6/11/85
Lincoln Logs	513,310	8/9/49
Monopoly	326,723	7/30/35
Monopoly	338,834	9/15/36
Monopoly	1,349,672	7/16/85
Monopoly	1,406,787	8/26/86
Monopoly	1,430,400	2/24/87
Monopoly	1,431,044	3/3/87
Monopoly	1,449,248	7/28/87
Monopoly	1,454,159	8/25/87
Monopoly Game Board Design	1,536,501	4/25/89
Monopoly game board design	1,591,120	4/10/90
Monopoly-Boardwalk Design	1,969,532	4/23/96
Monopoly-Chance Design	1,971,002	4/30/93
Monopoly-Community Chest Design	1,973,665	5/14/96

Monopoly Jackpot	2,532,634	1/22/02
Monopoly-Money Design	1,985,094	7/9/96
Monopoly-Railroad Design	1,969,531	4/23/96
Monopoly-Title Deed Design	1,977,824	6/4/96
Mr. Potato Head	606,072	5/17/55
Mr. Potato Head	2,101,550	9/30/97
Mr. Potato Head	2,133,139	1/27/98
Mr. Potato Head Says	2,360,836	6/20/00
Mrs. Potato Head	2,101,551	9/30/97
Mrs. Potato Head	2,133,140	1/27/98
Playskool	296,101	7/19/32
Playskool	513,311	8/9/49
Playskool	760,007	11/12/63
Playskool	760,371	11/19/63
Playskool	877,350	9/23/69
Playskool	1,235,320	4/19/83
Playskool	1,250,292	9/6/83
Playskool	814,056	8/30/86
Tonka	1,102,272	9/12/78
Tonka	1,312,419	1/1/85
Tonka	1,699,230	7/7/92
Tonka	1,013,601	6/17/95
Tonka	2,538,224	2/12/02
Tonka Construction Rig	2,416,567	12/26/00
Triple Yahtzee	1,022,122	10/7/75
Yahtzee	642,862	3/19/57
Yahtzee	2,041,157	2/25/97
Yahtzee Jackpot	2,439,435	3/27/01

04-24-2002



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5. Name and address of party to whom correspondence concerning document should be mailed:

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Internal Address: Attn: Bao-Quoc Nguyen

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

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8. Deposit account number:

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9. Signature.

Bao-Quoc Nguyen

Name of Person Signing

Signature

March 19, 2002

Date

Total number of pages including cover sheet attachments, and document: 3/

04/23/2002 LHMJELLER 00000074 76370448

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:481
02 FC:48240.00 DP
2100.00 DPTRADEMARK
REEL: 002529 FRAME: 0767

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of March 19, 2002 (this "Trademark Agreement"), is by and among (a) **HASBRO, INC.**, a Rhode Island corporation having its principal place of business at 1027 Newport Avenue, Pawtucket, Rhode Island 02861-2500 (the "Company"), (b) **WIZARDS OF THE COAST, INC.**, a Washington corporation having its principal place of business at 1801 Lind Ave SW, Renton, Washington 98055 ("Wizards"), (c) **ODDZON, INC.**, a Delaware corporation having its principal place of business at 1027 Newport Avenue, Pawtucket, Rhode Island 02861-2500 ("OddzOn" and together with Wizards, the "Subsidiaries" and collectively with the Company, the "Grantors" and each individually a "Grantor"), and (d) **FLEET NATIONAL BANK**, a national banking association having an office at 100 Federal Street, Boston, MA 02110, as agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Second Amended and Restated Revolving Credit Agreement, dated as of March 19, 2002 (as amended and in effect from time to time, the "Credit Agreement"), among the Company, Hasbro SA, the Banks and the Agent.

WHEREAS, the Subsidiaries, the Company and Hasbro SA are members of a group of related entities, the success of any one of which is dependent in part on the success of the other members of such group;

WHEREAS, each of the Subsidiaries expects to receive substantial direct and indirect benefits from the extensions of credit to the Company and Hasbro SA by the Banks pursuant to the Credit Agreement (which benefits are hereby acknowledged);

WHEREAS, the Grantors are party to that certain Trademark Security Agreement, dated as of February 16, 2001 (as amended and in effect from time to time, the "Existing Trademark Agreement");

WHEREAS, the Company has requested that the Amended and Restated Revolving Credit Agreement, dated as of February 16, 2001 (as amended and in effect from time to time, the "Existing Credit Agreement"), by and among the Company, Hasbro SA, the Banks and the Agent, be amended and restated in its entirety pursuant to the terms of the Credit Agreement;

WHEREAS, each of the Subsidiaries has executed and delivered to the Agent, for the benefit of the holders of Secured Obligations, a Second Amended and Restated Guaranty, dated as of even date herewith (as amended and in effect from time to time, the "Guaranty"), pursuant to which each of the Subsidiaries has guaranteed to the Agent and the holders of Secured Obligations the payment and performance of the Secured Obligations to the Banks and the Agent under or in respect of the Credit Agreement;

WHEREAS, each of the Subsidiaries has executed and delivered to the Agent, for the benefit of the holders of Secured Obligations, a Second Amended and Restated

Security Agreement, dated as of even date herewith (as amended and in effect from time to time, the "Subsidiary Security Agreement") to secure the obligations under the Guaranty;

WHEREAS, the Company has executed and delivered to the Agent, for the benefit of the holders of Secured Obligations, a Second Amended and Restated Security Agreement, dated as of even date herewith (as amended and in effect from time to time, the "Company Security Agreement", together with the Subsidiary Security Agreement, the "Security Agreements") to secure the Secured Obligations under the Credit Agreement;

WHEREAS, it is a condition precedent to the Agent's and the Bank's willingness to amend and restate the Existing Credit Agreement and the Agent and the Banks making Loans or otherwise extending credit to the Company and Hasbro SA under the Credit Agreement that each Grantor amend and restate the Existing Trademark Agreement, to, among other things, (i) confirm and ratify such Grantor's grant to the Agent under the Existing Trademark Agreement of a continuing security interest in the Pledged Trademarks (as defined therein), and (ii) provide a grant of and security interest in the Pledged Trademarks (as defined herein), in each case to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreements;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Banks to amend and restate the Existing Credit Agreement as aforesaid and to make loans or otherwise extend credit to the Company and Hasbro SA under the Credit Agreement, each Grantor agrees with the Agent, for the benefit of the Banks, that the Existing Trademark Agreement be, and the same hereby is amended and restated in its entirety as follows (and, in the case of attachments, in the forms attached hereto):

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreements. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §11.

Associated Goodwill. All goodwill of any of the Grantors and their business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each of the Grantor's right, title and interest in and to the Trademarks, the Trademark License Rights, the Trademark Rights and the Associated Goodwill, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Amended and Restated Trademark Security Agreement, as amended and in effect from time to time.

Trademark License Rights. All of each of the Grantor's rights in all written licensing agreements from such Grantor to any unaffiliated person to the extent that such agreement grants such person rights to use or license any Trademarks owned by such Grantor in its own name including the right (but not the obligation) in the name of such Grantor to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party, subject, in each case, to the terms of such licensing agreements, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter covered by such license agreements.

Trademark Rights. Each Grantor's rights in and to the Trademarks owned by such Grantor in its own name whether arising under federal law or common law, including the following: the right (but not the obligation) to register claims under federal trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of each Grantor's right, title and interest in the U.S. trademarks (and any U.S. registrations and U.S. applications thereof) owned by such Grantor in its own name (except for "intent of use" applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed), used on products or services relating exclusively to the brands Action Man, Monopoly, Mr. Potato Head, Tonka, Lincoln Logs, Playskool, Yahtzee, Clue and GI Joe (collectively, the "Identified Brands") (but with respect to the Playskool brand, only U.S. trademarks (including without limitation U.S. applications and U.S. registrations thereof) (except for "intent to use" applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed), in each case that did not arise from a particular product), that (i) are set forth on Schedule A hereto, or (ii) are in the future owned and used by such Grantor in connection with such Grantor's business or with such Grantor's products and services (in each case relating exclusively to the Identified Brands).

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. Each of the Grantors hereby confirms that, pursuant to the Existing Trademark Agreement, such Grantor granted to the Agent, for the benefit of the holders of Secured Obligations (as defined in the Existing Credit Agreement) (subject to existing licenses granted by the Grantors in the ordinary course of business), a continuing security interest in the Pledged Trademarks (as defined in the Existing Trademark Agreement). As collateral security for the payment and performance of all of the Secured Obligations, each of the Grantors hereby ratifies, restates and reaffirms such grant and security interest, and hereby grants to the Agent (subject to existing licenses granted by the Grantors in the ordinary course of business), for the benefit of the holders of Secured Obligations, a continuing security interest in, and first priority lien (subject only to Permitted Liens entitled to priority under applicable law) on, the Pledged Trademarks (as defined herein), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks (as defined herein) to the Agent for the benefit of the holders of Secured Obligations. For the avoidance of doubt, the word "exclusively" in the definition of Trademarks is intended to exclude trademarks that are not solely related to the brands specifically included in the definition of Identified Brands. A combination of trademarks not specifically referenced in the definition of Identified Brands with the Trademarks shall not cause a Trademark to cease being a Trademark or release the security interest granted therein.

2.2. Supplemental to Security Agreements. Pursuant to the Security Agreements, each of the Grantors has granted to the Agent, for the benefit of the holders of Secured Obligations, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreements, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the security interest in the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreements, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreements and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreements, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Grantors with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Grantors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreements and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

3.1. Trademarks. Each of the Grantors represents, warrants and covenants solely with respect to Pledged Trademarks owned by such Grantor in its own name that: (i) Schedule A sets forth a true and complete list of all U.S. trademark registrations and U.S. trademark applications relating exclusively to the Identified Brands now owned and used by such Grantor; (ii) the material U.S. trademark registrations and U.S. trademark applications are subsisting and there is no litigation or proceeding pending concerning the validity or enforceability of the U.S. trademark registrations and U.S. trademark applications that would reasonably be expected to have a Material Adverse Effect; (iii) to the best of such Grantor's knowledge, each of the material U.S. trademark registrations and U.S. trademark applications is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark License Rights that would reasonably be expected to have a Material Adverse Effect; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others, other than claims or infringements that would not reasonably be expected to have a Material Adverse Effect; (vi) such Grantor owns the Trademarks, free and clear of any Liens other than Permitted Liens and the security interest created by the Security Agreements and this Trademark Agreement; (vii) such Grantor has the right to enter into this Trademark Agreement and perform its terms; (viii) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks to the extent commercially reasonable; and (ix) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks.

3.2. Perfected First Priority Security Interests. The Company represents and warrants that (i) the filing, acceptance and recordation of this Trademark Agreement with the PTO and the filing, acceptance and recording of the financing statements delivered by each of the Grantors on the Effective Date in the appropriate jurisdictions will create or continue in favor of the Agent, for the benefit of the holders of the Secured Obligations, a valid and perfected first priority security interest in the Pledged Trademarks (subject only to Permitted Liens entitled to priority under applicable law); and (ii) except for the filing, acceptance and recording of the financing statements delivered by each of the Grantors on the Effective Date in the appropriate jurisdictions and the recording of this Trademark Agreement with the PTO and any necessary filings of future financing statements or filings with the PTO in accordance with applicable law, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required for the grant by such Grantor or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor.

4. INSPECTION RIGHTS.

Each of the Grantors hereby grants to each of the Agent and the Banks and its employees and agents the right to visit such Grantors' plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable notice and at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Grantors' businesses and permitted dispositions under §10.5.2 of the Credit Agreement, none of the Grantors will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Agreement or the Security Agreements.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, any of the Grantors shall obtain any ownership interest in or to any other or new Trademarks or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's security interest therein.

6.2. Amendment to Schedule.

Each of the Grantors authorizes the Agent to modify this Trademark Agreement without the necessity of such Grantor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Grantors Responsible.

Each of the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Bank in connection with the Agent's security interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

7.2. Grantors' Duties, etc.

Each of the Grantors shall have the right and the duty to prosecute diligently any U.S. trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the U.S. registered trademarks as legally permitted including the filing of appropriate renewal applications and other instruments to maintain in effect the U.S. trademark registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the U.S. trademark registrations, except in each case in which such Grantor has reasonably determined that any of the foregoing is either not of material economic value or not of material strategic value to it. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. None of the Grantors shall abandon any filed U.S. trademark registration application, or any U.S. trademark registrations (unless it has determined such application or registration is either not of material economic value or not of material strategic value to such Person) without the consent of the Agent, which consent shall not be unreasonably withheld.

7.3. Protection of Trademarks, etc. In general, each of the Grantors shall have the right to take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be legally permitted and necessary or reasonably appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks owned by such Grantor in its own name. None of the Grantors shall take or fail to take any action, nor permit any action to be taken or not taken by others under such Grantor's control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, except in each case in which such Grantor has reasonably determined that any of the foregoing is either not of material economic value or not of material strategic value to it. The Agent hereby agrees to execute all documents and take all such other actions as any Grantor may reasonably request to assist such Grantor in maintaining, protecting, preserving, caring for and enforcing the Pledged Trademarks, provided that the Agent shall not be required to take any action that, in its reasonable judgment, would be disadvantageous to its business or operations or would require it to incur any additional cost or expense unless such Grantor agrees to reimburse and indemnify the Agent for such cost or expense.

7.4. Notification by Grantors. Promptly upon obtaining knowledge thereof, each of the Grantors will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any court, regarding the validity of any of the material Trademarks or such Grantor's rights, title or interests in and to the material Pledged Trademarks, and of any other event, which in any given case does or would reasonably be expected to materially adversely affect the value of any of the Pledged Trademarks, the ability of such Grantor or the Agent to dispose of any of the material Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the material Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Credit Agreement, the Security Agreements and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent, to the extent permitted by law, may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, but subject to then pre-existing rights and licenses, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreements. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any of the Grantors shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be breached, the Agent, in its own name or that of such Grantor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each of the Grantors agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each of the Grantors does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, subject to any then pre-existing rights and licenses, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the

Pledged Trademarks or any interest of such Grantor therein to any third person, including without limitation executing the Assignment of Marks and completing the same as assignee, if applicable, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder. Each of the Grantors hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement. The provisions of this § 10 shall terminate and be of no further force or effect at such time as no Loan, Unpaid Reimbursement Obligation, Letter of Credit or Note is outstanding and no Bank has any obligation to make any Loans and the Agent has no obligation to issue, extend or renew any Letter of Credit.

11. FURTHER ASSURANCES.

The Grantors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary in the Agent's reasonable discretion in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks. In addition, the Grantors hereby agree that if any Event of Default shall have occurred and be continuing, at the request of the Agent, each Grantor will execute and deliver to the Agent an assignment of federally registered trademarks substantially in the form of Exhibit 1 attached hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under the Trademark Agreement and the Security Agreements. In addition, each Grantor hereby constitutes and appoints the Agent as its attorney-in-fact to execute and deliver the Assignment of Marks as provided in §10 of this Trademark Agreement.

12. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full, this Trademark Agreement shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledged Trademarks shall revert to the grantor and the Agent shall, upon the written request and at the expense of the Grantors, execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to evidence such termination and release of the security interest to the Pledged Trademarks and the Pledged Trademarks under the Existing Trademark Agreement previously granted to the Agent by the Grantors, as fully as if this Trademark Agreement and the Existing

Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto, thereto or to the Security Agreements.

13. COURSE OF DEALING.

No course of dealing among any of the Grantors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreements or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any of the Grantors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF ANY OF THE GRANTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY OF THE GRANTORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITIES RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY BANK OR THE AGENT. EXCEPT AS PROVIDED HEREIN, ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES,

INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered by hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed at the addresses for such Person set forth in §21 of the Credit Agreement. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and each of the Grantors, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. Each of the Grantors agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantors by mail at the address specified in §17. Each of the Grantors hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH OF THE GRANTORS WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each of the Grantors waives any

right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each of the Grantors (i) certifies that neither the Agent or any Bank nor any representative, agent or attorney of the Agent or any Bank has represented, expressly or otherwise, that the Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Agent, the holders of Secured Obligations and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreements, the provisions of the Credit Agreement or the Security Agreements, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each of the Grantors acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

HASBRO, INC.

By: Martin R. Trueb
Name: Martin Trueb
Title: Senior Vice President and
Treasurer

WIZARDS OF THE COAST, INC.

By: Martin R. Trueb
Name: Martin Trueb
Title: Senior Vice President and
Treasurer

ODDZON, INC.

By: Martin R. Trueb
Name: Martin Trueb
Title: Senior Vice President and
Treasurer

FLEET NATIONAL BANK, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

HASBRO, INC.

By: _____
Name: Martin Trueb
Title: Senior Vice President and
Treasurer

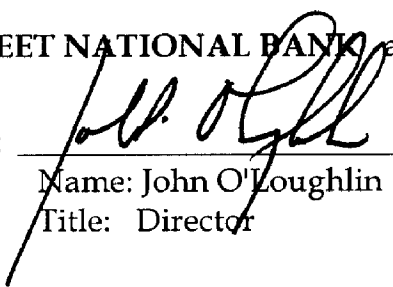
WIZARDS OF THE COAST, INC.

By: _____
Name: Martin Trueb
Title: Senior Vice President and
Treasurer

ODDZON, INC.

By: _____
Name: Martin Trueb
Title: Senior Vice President and
Treasurer

FLEET NATIONAL BANK as Agent

By:  _____
Name: John O'Loughlin
Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Rhode Island

) ss.

COUNTY OF Providence)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18th day of March, 2002, personally appeared Martin Trub to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Scup + Treasure of Hasbro, Inc., Wizards of the Coast, Inc., OddzOn, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Martin Trub acknowledged said instrument to be the free act and deed of said corporation.

Teresa L Burke-Dadeion
Notary Public Teresa L Burke-Dadeion
My commission expires : Aug 5, 2005

SCHEDULE A**Trademarks and Trademark Registrations**

Trademark or Service Mark	Registrations - United States Patent and Trademark Office	
	Registration No.	Registration Date
Action Man	2,143,091	3/10/98
Action Man	2,459,087	5/22/01
Clue	526,059	6/6/50
Clue	1,362,172	9/24/85
Clue	1,915,192	8/29/95
Clue	2,044,400	3/11/97
Clue	2,093,295	6/2/98
Clue For Kids	2,127,856	1/6/98
Clue the Classic Detective Game	1,644,488	5/14/91
G.I. Joe	773,150	7/14/64
G.I. Joe	787,088	3/23/65
G.I. Joe	1,276,374	5/1/84
G.I. Joe	1,286,151	7/17/84
G.I. Joe	1,326,091	3/19/85
G.I. Joe A Real American Hero	1,232,883	3/29/83
G.I. Joe A Real American Hero	1,239,572	5/24/83
G.I. Joe A Real American Hero	1,245,436	7/12/83
G.I. Joe A Real American Hero	1,245,123	7/12/83
G.I. Joe A Real American Hero	1,249,854	8/30/83
G.I. Joe A Real American Hero	1,251,622	9/20/83
G.I. Joe A Real American Hero	1,253,846	10/11/83

G.I. Joe A Real American Hero	1,256,984	11/8/83
G.I. Joe A Real American Hero	1,256,916	11/8/83
G.I. Joe A Real American Hero	1,257,547	11/15/83
G.I. Joe A Real American Hero	1,261,645	12/20/83
G.I. Joe A Real American Hero	1,264,300	1/17/84
G.I. Joe A Real American Hero	1,264,365	1/17/84
G.I. Joe A Real American Hero	1,267,265	2/14/84
G.I. Joe A Real American Hero	1,269,341	3/6/84
G.I. Joe A Real American Hero	1,275,229	4/24/84
G.I. Joe A Real American Hero	1,291,199	8/21/84
G.I. Joe A Real American Hero	1,340,222	6/11/85
Lincoln Logs	513,310	8/9/49
Monopoly	326,723	7/30/35
Monopoly	338,834	9/15/36
Monopoly	1,349,672	7/16/85
Monopoly	1,406,787	8/26/86
Monopoly	1,430,400	2/24/87
Monopoly	1,431,044	3/3/87
Monopoly	1,449,248	7/28/87
Monopoly	1,454,159	8/25/87
Monopoly Game Board Design	1,536,501	4/25/89
Monopoly game board design	1,591,120	4/10/90
Monopoly-Boardwalk Design	1,969,532	4/23/96
Monopoly-Chance Design	1,971,002	4/30/93
Monopoly-Community Chest Design	1,973,665	5/14/96

Monopoly Jackpot	2,532,634	1/22/02
Monopoly-Money Design	1,985,094	7/9/96
Monopoly-Railroad Design	1,969,531	4/23/96
Monopoly-Title Deed Design	1,977,824	6/4/96
Mr. Potato Head	606,072	5/17/55
Mr. Potato Head	2,101,550	9/30/97
Mr. Potato Head	2,133,139	1/27/98
Mr. Potato Head Says	2,360,836	6/20/00
Mrs. Potato Head	2,101,551	9/30/97
Mrs. Potato Head	2,133,140	1/27/98
Playskool	296,101	7/19/32
Playskool	513,311	8/9/49
Playskool	760,007	11/12/63
Playskool	760,371	11/19/63
Playskool	877,350	9/23/69
Playskool	1,235,320	4/19/83
Playskool	1,250,292	9/6/83
Playskool	814,056	8/30/86
Tonka	1,102,272	9/12/78
Tonka	1,312,419	1/1/85
Tonka	1,699,230	7/7/92
Tonka	1,013,601	6/17/95
Tonka	2,538,224	2/12/02
Tonka Construction Rig	2,416,567	12/26/00
Triple Yahtzee	1,022,122	10/7/75
Yahtzee	642,862	3/19/57
Yahtzee	2,041,157	2/25/97
Yahtzee Jackpot	2,439,435	3/27/01

Trademark Or Service Mark	Applications - United States Patent and Trademark Office	
	Registration No.	Registration Date
Action Man	76/370,448	02/14/02
Monopoly	76/370,549	02/14/02
Monopoly Casino	76/370,548	02/14/02
Monopoly Junior	76/370,547	02/14/02
Mr. Potato Head	76/370,925	11/29/01
Mr. Potato Head	76/365,025	01/31/02
Mr. Potato Head	76/370,546	02/14/02
Mr. Potato Head	76/340,643	11/23/01
Playskool	76/370,541	02/14/02
Tonka	76/324,853	10/15/01
Tonka	76/330,058	10/29/01

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____ a _____ organized and existing under the laws of the _____, having a place of business at _____ (the "Grantor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the _____ of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Grantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, 200_.

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantor to the Assignee is hereby accepted as of the _____ day of _____, 200_.

By: _____
Title:

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF _____)
_____) ss.
COUNTY OF _____)

On this the _____ day of _____ before me
appeared _____, the person who signed this instrument, who
acknowledged that (s)he is the _____ of _____ and that being
duly authorized (s)he signed such instrument as a free act on behalf of
_____.

Notary Public

[Seal]

My commission expires:_____

ANNEX A

Trademarks and Trademark Registrations

Trademark or Service Mark	Registrations - United States Patent and Trademark Office	
	Registration No.	Registration Date
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Mrs. Potato Head	2,133,140	1/27/98
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Playskool	513,311	8/9/49
Playskool	760,007	11/12/63
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Yahtzee	642,862	3/19/57
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